



# OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

*A Tradition of Service*  
— Since 1850 —



December 08, 2015

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

Dear Supervisors:

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

32 December 8, 2015

  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

**APPROVE AMENDMENTS TO AGREEMENTS WITH DVA HEALTHCARE  
RENAL CARE, INCORPORATED AND DANIEL LEVITAN, M.D., INCORPORATED  
RELATED TO OUTPATIENT END-STAGE RENAL DIALYSIS TREATMENT SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is seeking the Board's approval and execution of Amendment Number Nine to Agreement Number 75746 with DVA Healthcare Renal Care, Incorporated (DaVita), and Amendment Number Eight to Agreement Number 75747 with Daniel Levitan, M.D., Incorporated (Dr. Levitan), to extend the term of both Agreements for an additional two years. This extension period is required to allow the Department to transition the inmate outpatient end-stage renal dialysis (ESRD) treatment and professional medical services to the County's Department of Health Services (DHS) as requested by the Board.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Mayor of the Board to sign the attached Amendment Number Nine to Agreement Number 75746 with DaVita to extend the term of Agreement Number 75746 for two years, from January 5, 2016, through January 4, 2018, with an option to extend for up to an additional 12 months, to increase the Maximum Contract Sum by \$3,937,540, from \$9,286,650 to \$13,224,190, and to reinstate the original treatment cost at the 6 percent yearly increase rate.
2. Approve and instruct the Mayor of the Board to sign the attached Amendment Number Eight to Agreement Number 75747 with Dr. Levitan to extend the term of Agreement Number 75747 for two years, from January 5, 2016, through January 4, 2018, with an option to extend for up to an additional 12 months, to increase the Maximum Contract Sum by \$240,016, from \$545,456 to \$785,472, and to increase the physician's professional services rate by 10 percent.

3. Delegate authority to the Sheriff to execute amendments to Agreement Number 75746 and Agreement Number 75747 to exercise the 12-month extension options in any increment.

4. Delegate authority to the Sheriff, or his designee, to terminate both Agreement Number 75746 and Agreement Number 75747 earlier, in whole or in part, with 30 calendar days advance written notice, once the transition of these services to DHS has been completed.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will allow the Department to continue to provide ESRD treatment and professional medical services to inmates while the Department completes the transition of these services from the Department's Medical Services Bureau (MSB) to DHS.

### **Implementation of Strategic Plan Goals**

The services provided under the proposed amendments support the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability. The services provided will enable the Department to manage its medical services operation effectively and efficiently while providing necessary medical care to the County's inmate patient population.

### **FISCAL IMPACT/FINANCING**

The Department has included the funding for these medical services in its Fiscal Year 2015-16 operating budget. The Department will continue to allocate the necessary funds throughout the duration of the Agreements and the proposed extensions on an as-needed basis.

Amendment Number Nine to Agreement Number 75746 with DaVita reinstates the original per treatment cost at the 6 percent yearly increase, and increases the Maximum Contract Sum by \$3,937,540, from \$9,286,650 to \$13,224,190. The additional cost for the two extension years provides for inmate outpatient ESRD treatment services. Amendment Number Eight to Agreement Number 75747 with Dr. Levitan increases the physician's professional services per treatment rate by 10 percent and increases the Maximum Contract Sum by \$240,016, from \$545,456 to \$785,472. The additional cost for the two extension years provides for professional medical services.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The ESRD treatment process includes dialysis treatment, periodic examination of the patient, and the review of patient records by a physician who specializes in renal care. DaVita provides dialysis treatment only. Dr. Levitan, an independent medical corporation specializing in renal care, provides the subsequent professional medical services to inmates receiving dialysis treatment from DaVita. State law (California Business and Professions Code Section 2400) relating to the corporate practice of medicine requires the County to enter into separate agreements with DaVita and Dr. Levitan.

Under both federal and state law, the Department has the legal obligation to provide reasonable health care to its inmate population, which includes dialysis treatment for inmates with chronic renal failure.

On July 5, 2006, the County entered into agreements with DaVita and Dr. Levitan. Both agreements had an initial two-year term with three one-year option periods and an additional six-month option period.

Effective October 1, 2009, Agreement Number 75746 with DaVita was amended under Amendment Number Three to reduce the dialysis treatment service rate by 7 percent in exchange for the County's increase in the number of option years by two additional option years. Also, Agreement Number 75747 with Dr. Levitan was amended under Amendment Number Three to reduce the total charges for services by 10 percent in exchange for the County's increase in the number of option years by one additional option year.

On June 12, 2012, the Board approved Amendment Number Six to Agreement Number 75747 with Dr. Levitan to exercise the six-month option period from July 5, 2012, through January 4, 2013; and to extend Agreement Number 75747 for an additional one-year period, from January 5, 2013, through January 4, 2014, to coincide with the expiration of Agreement Number 75746 with DaVita.

On June 26, 2013, the Department entered into Amendment Number Seven to Agreement Number 75746 with DaVita to exercise the final six-month option period, from July 5, 2013, through January 4, 2014.

On December 3, 2013, the Board approved Amendment Number Seven to Agreement Number 75747 with Dr. Levitan, and Amendment Number Eight with DaVita to extend the term of each Agreement for two years, from January 5, 2014, through January 4, 2016.

The Agreements will expire on January 4, 2016.

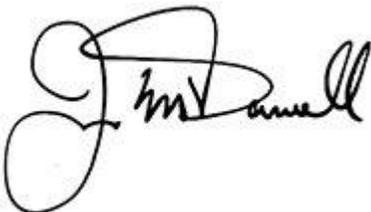
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of these actions will allow the Department to continue to provide outpatient ESRD treatment, and subsequent professional medical services to inmates.

**CONCLUSION**

Upon Board approval, please return two adopted copies of this Board letter, and two originally executed copies of both Amendment Number Nine to Agreement Number 75746 and Amendment Number Eight to Agreement Number 75747 to the Department's Contracts Unit.

Sincerely,



JIM McDONNELL  
Sheriff

JM:SD:sd

Enclosures

**AMENDMENT NUMBER NINE  
TO AGREEMENT NUMBER 75746  
BY AND BETWEEN COUNTY OF LOS ANGELES AND  
DVA HEALTHCARE RENAL CARE, INCORPORATED  
FOR INMATE OUTPATIENT END-STAGE RENAL  
DIALYSIS TREATMENT SERVICES**

This Amendment Number Nine (“Amendment”) to Agreement Number 75746 (“Agreement”) is entered into by and between the County of Los Angeles (“County”) and DVA Healthcare Renal Care, Incorporated (DaVita) (“Contractor”), effective upon execution by the Mayor of the County’s Board of Supervisors.

- A. WHEREAS, on July 5, 2006, the County and Contractor entered into the Agreement to provide inmate outpatient end-stage renal dialysis treatment services; and
- B. WHEREAS, the Agreement had an initial two (2) year term with three (3) one year option periods and an additional six (6) months, in any increment; and
- C. WHEREAS, effective July 5, 2008, the County and Contractor entered into Amendment Number One to the Agreement to execute the first option year and extend the term of the Agreement from July 5, 2008, through July 4, 2009; and
- D. WHEREAS, effective July 5, 2009, the County and Contractor entered into Amendment Number Two to the Agreement to execute the second option year and extend the term of the Agreement from July 5, 2009, through July 4, 2010; and
- E. WHEREAS, effective October 1, 2009, County and Contractor entered into Amendment Number Three to the Agreement to reduce the dialysis treatment service rate by seven percent (7%) in exchange for County’s increase in the number of option years by two (2) additional option years; and
- F. WHEREAS, effective July 5, 2010, County and Contractor entered into Amendment Number Four to the Agreement to execute the third option year and extend the term of the Agreement from July 5, 2010, through July 4, 2011; and
- G. WHEREAS, on April 20, 2011, County and Contractor entered into Amendment Number Five to the Agreement to execute the fourth option year and extend the term of the Agreement from July 5, 2011, through July 4, 2012; and
- H. WHEREAS, on June 29, 2012, County and Contractor entered into Amendment Number Six to the Agreement to execute the fifth option year and extend the term of the Agreement from July 5, 2012, through July 4, 2013; and

75746 Supplement No. 2

**AMENDMENT NUMBER NINE  
TO AGREEMENT NUMBER 75746  
BY AND BETWEEN COUNTY OF LOS ANGELES AND  
DVA HEALTHCARE RENAL CARE, INCORPORATED  
FOR INMATE OUTPATIENT END-STAGE RENAL  
DIALYSIS TREATMENT SERVICES**

- I. WHEREAS, on June 26, 2013, County and Contractor entered into Amendment Number Seven to the Agreement to execute the six-month option period to extend the term of the Agreement from July 5, 2013, through January 4, 2014; and
- J. WHEREAS, on December 3, 2013, County and Contractor entered into Amendment Number Eight to the Agreement to extend the term of the Agreement from January 5, 2014, through January 4, 2016 and increase the Maximum Agreement Sum by \$2,476,440, from \$6,810,210, to \$9,286,650; and
- K. WHEREAS, the Agreement currently expires on January 4, 2016; and
- L. WHEREAS, County and Contractor agree to extend the term of the Agreement for two (2) additional years, from January 5, 2016, through January 4, 2018, with an option to extend for up to an additional twelve months, in any increment, and increase the Maximum Agreement Sum by \$3,937,540, from \$9,286,650, to \$13,224,190.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, County and Contractor hereby agree to amend the Agreement as follows:

- 1. Subparagraph 3.1 of the Agreement is deleted in its entirety and replaced as follows to extend the term of the Agreement through January 4, 2018:
  - 3.1 The term of this Agreement shall commence July 5, 2006, and shall terminate on January 4, 2018, unless sooner terminated or extended, in whole or in part, as provided in this Agreement. The term of the Agreement may be extended at the sole discretion of County for twelve (12) months in any increment. The Sheriff shall have the authority to exercise and execute the extension options.
- 2. Exhibit B, Price Sheet, of the Agreement, is deleted in its entirety and replaced with the attached revised Exhibit B, Price Sheet, to reinstate the original treatment cost at the 6% yearly increase rate, effective January 5, 2016.
- 3. Subparagraph 6.1 of the Agreement is deleted in its entirety and replaced as follows to increase the Maximum Agreement Sum by \$3,937,540, from \$9,286,650, to \$13,224,190, for the additional two (2) year extension period, with an option to extend for up to an additional twelve months, in any increment:

**AMENDMENT NUMBER NINE  
TO AGREEMENT NUMBER 75746  
BY AND BETWEEN COUNTY OF LOS ANGELES AND  
DVA HEALTHCARE RENAL CARE, INCORPORATED  
FOR INMATE OUTPATIENT END-STAGE RENAL  
DIALYSIS TREATMENT SERVICES**

6.1 The Maximum Agreement Sum of this Agreement is based on an annual average workload of 2,600 treatments, including any and all extensions, and an allowance to cover costs for unanticipated increases in the number of patients and EPO usage, and shall not exceed Thirteen Million, Two Hundred Twenty Four Thousand, One Hundred and Ninety Dollars (\$13,224,190) (hereinafter "Maximum Agreement Sum"). The allowance shall not exceed \$150,000 for the entire term of this Agreement. Any and all out-of-pocket fees, costs, taxes, and/or expenses not specified by Contractor in Exhibit B (Price Sheet) and in Paragraph 5.0 (Fee and Service Schedule) of this Agreement shall be the sole responsibility of Contractor, and cannot be the basis for Contractor to request for an increase in the Maximum Agreement Sum of this Agreement.

Contractor shall pay any and all taxes that are now in effect or shall hereafter be imposed or levied that may be applicable to this Contractor for any of the work performed hereunder, including, but not limited to, payroll, income, sales, and social security taxes. In no event shall such obligation(s) and/or payment(s) increase the Maximum Agreement Sum of this Agreement.

4. Subparagraph 8.2.2 of the Agreement is deleted in its entirety and replaced as follows to change the addresses of the Medical Services Bureau and the Accounts Payable Unit:

8.2.2 Contractor shall submit an original and one (1) copy of each invoice, addressed as shown below, for the applicable billing period and only for providing County authorized and County approved, tasks, services, and all other work required hereunder.

Original invoice to:

Los Angeles County Sheriff's Department  
Sherman Block Building  
Medical Services Bureau  
4700 Ramona Boulevard, Room 316  
Monterey Park, California 91754

**AMENDMENT NUMBER NINE  
TO AGREEMENT NUMBER 75746  
BY AND BETWEEN COUNTY OF LOS ANGELES AND  
DVA HEALTHCARE RENAL CARE, INCORPORATED  
FOR INMATE OUTPATIENT END-STAGE RENAL  
DIALYSIS TREATMENT SERVICES**

Copy to:

Los Angeles County Sheriff's Department  
Fiscal Administration  
Accounts Payable Unit  
211 West Temple Street, 5<sup>th</sup> Floor  
Los Angeles, California 90012

5. Subparagraph 11.2.1 of the Agreement is deleted in its entirety and replaced as follows to replace the County's Project Manager:

- 11.2.1 County's Project Manager for this Agreement shall be the following person or his/her designee:

Edward Matzen, A/Clinical Nursing Director III  
Los Angeles County Sheriff's Department Twin  
Towers Correctional Facility  
450 Bauchet Street  
Los Angeles, California 90012  
Telephone: (213) 893-5461  
Email: ewmatzen@lasd.org

6. Subparagraph 12.1.1 of the Agreement is deleted in its entirety and replaced as follows to replace the Contractor's Project Director:

- 12.1.1 Contractor's Project Director shall be a full-time employee of Contractor, and is designated as follows:

Nicholas Eliason  
2000 16<sup>th</sup> Street  
Denver, Colorado 80202  
Telephone: (303) 876-6621  
E-mail: Nicholas.Eliason@davita.com

7. Subparagraph 26.8 of the Agreement is deleted in its entirety and replaced as follows to change the address of the Contract Monitoring Unit:

**AMENDMENT NUMBER NINE  
TO AGREEMENT NUMBER 75746  
BY AND BETWEEN COUNTY OF LOS ANGELES AND  
DVA HEALTHCARE RENAL CARE, INCORPORATED  
FOR INMATE OUTPATIENT END-STAGE RENAL  
DIALYSIS TREATMENT SERVICES**

- 26.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Los Angeles County Sheriff's Department  
Contract Monitoring Unit  
211 West Temple Street, 5<sup>th</sup> Floor  
Los Angeles, California 90012  
Attention: Manager, Contract Monitoring Unit

8. Subparagraph 32.1 is amended only as follows to change the address of the Contract Monitoring Unit:

Los Angeles County Sheriff's Department  
Contract Monitoring Unit  
211 West Temple Street, 5<sup>th</sup> Floor  
Los Angeles, California 90012  
Attention: Manager, Contract Monitoring Unit

9. Paragraph 48.0, Consideration of GAIN/GROW Program Participants is deleted in its entirety and replaced with Paragraph 48.0, Consideration of Hiring GainGrow Participants, as follows:

**48.0 CONSIDERATION OF HIRING GAIN-GROW PARTICIPANTS**

- 48.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAINGROW job candidates.

**AMENDMENT NUMBER NINE  
TO AGREEMENT NUMBER 75746  
BY AND BETWEEN COUNTY OF LOS ANGELES AND  
DVA HEALTHCARE RENAL CARE, INCORPORATED  
FOR INMATE OUTPATIENT END-STAGE RENAL  
DIALYSIS TREATMENT SERVICES**

- 48.2 In the even that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees shall be given first priority.
10. Subparagraph 50.1 is deleted in its entirety and replaced as follows to replace the names and addresses of all parties:
- 50.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addresses: Addresses may be change by either party given ten (10) calendar days prior written notice thereof to the other party.

If to County:

Captain Kevin Kuykendall, Project Director Los  
Angeles County Sheriff's Department  
Medical Services Bureau  
Twin Towers Correctional Facility, Room E877B  
450 Bauchet Street  
Los Angeles, California 90012

With a copy to the Contracts Unit:

Los Angeles County Sheriff's Department  
Contracts Unit  
211 West Temple Street, 6<sup>th</sup> Floor  
Los Angeles, California 90012  
Attention: Angelo Faiella

If to Contractor:

Jim Tierney, Regional Director  
DVA Healthcare Renal Care, Incorporated  
8630 Florence Avenue  
Downey, California 90240

**AMENDMENT NUMBER NINE  
TO AGREEMENT NUMBER 75746  
BY AND BETWEEN COUNTY OF LOS ANGELES AND  
DVA HEALTHCARE RENAL CARE, INCORPORATED  
FOR INMATE OUTPATIENT END-STAGE RENAL  
DIALYSIS TREATMENT SERVICES**

11. Paragraph 72.0, Time Off for Voting, is added to the Agreement as follows:

**72.0 TIME OFF FOR VOTING**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

12. Except as expressly provided in this Amendment, all other provisions, terms, and conditions of the Agreement shall remain the same and in full force and effect.
13. Contractor and the person executing this Amendment on behalf of Contractor represent and warrant that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

**AMENDMENT NUMBER NINE  
TO AGREEMENT NUMBER 75746  
BY AND BETWEEN COUNTY OF LOS ANGELES AND  
DVA HEALTHCARE RENAL CARE, INCORPORATED  
FOR INMATE OUTPATIENT END-STAGE RENAL  
DIALYSIS TREATMENT SERVICES**

**IN WITNESS WHEREOF**, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Nine to be executed on its behalf by the Mayor of said Board and attested by the Acting Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number Nine, or caused it to be duly executed by its duly authorized officer.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Mayor, Board of Supervisors

ATTEST:  
PATRICK OGAWA  
Acting Executive Officer-Clerk  
Los Angeles County  
Board of Supervisors

By: \_\_\_\_\_  
Deputy

DVA HEALTHCARE RENAL CARE,  
INCORPORATED

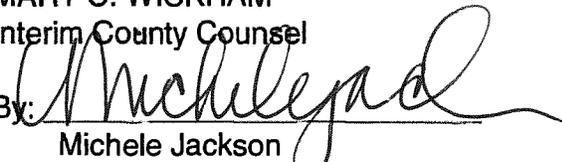
By:  \_\_\_\_\_

Print Name Nic Eliason

Date: November 9, 2015

APPROVED AS TO FORM:

MARY C. WICKHAM  
Interim County Counsel

By:  \_\_\_\_\_  
Michele Jackson  
Principal Deputy County Counsel

**AMENDMENT NUMBER NINE  
TO AGREEMENT NUMBER 75746  
BY AND BETWEEN COUNTY OF LOS ANGELES AND  
DVA HEALTHCARE RENAL CARE, INCORPORATED  
FOR INMATE OUTPATIENT END-STAGE RENAL  
DIALYSIS TREATMENT SERVICES**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Nine to be executed on its behalf by the Mayor of said Board and attested by the Acting Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number Nine, or caused it to be duly executed by its duly authorized officer.



ATTEST:  
PATRICK OGAWA  
Acting Executive Officer-Clerk  
Los Angeles County  
Board of Supervisors

By: Sachelle Amtheman  
Deputy  
DEC 08 2015

COUNTY OF LOS ANGELES

By: Helde F. Solis  
Chair, Board of Supervisors

(Noting entry of agreement to Section 28103 of the Government Code, delivery of this document has been made.)

PATRICK OGAWA  
Acting Executive Officer  
Clerk of the Board of Supervisors

By: Sachelle Amtheman  
DEC 08 2015

DVA HEALTHCARE RENAL CARE,  
INCORPORATED

By: \_\_\_\_\_

Print Name Nic Eliason

Date: November 9, 2015

APPROVED AS TO FORM:  
MARY WICKHAM  
COUNTY COUNSEL

By: Michele Jackson  
Michele Jackson  
Principal Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

32 DEC 08 2015

Patrick Ogawa  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

**AMENDMENT NUMBER EIGHT  
TO AGREEMENT NO. 75747  
BY AND BETWEEN COUNTY OF LOS ANGELES  
AND DANIEL LEVITAN, M.D., INC.  
FOR PROFESSIONAL MEDICAL SERVICES**

This Amendment Number Eight ("Amendment") to Agreement Number 75747 ("Agreement") is entered into by and between County of Los Angeles ("County") and Daniel Levitan, M.D., Inc. ("Contractor"), effective upon execution by the Mayor of the County's Board of Supervisors.

- A. WHEREAS, on July 5, 2006, County and Contractor entered into the Agreement to provide Professional Medical Services to inmates receiving Inmate Outpatient End-Stage Renal Dialysis (ESRD) Treatment Services from DVA Healthcare Renal Care, Incorporated pursuant to Agreement Number 75746; and
- B. WHEREAS, the Agreement had an initial two (2) year term with three (3) one year option periods and an additional six (6) months, in any increment; and
- C. WHEREAS, effective July 5, 2008, County and Contractor entered into Amendment Number One to the Agreement to exercise the first option year and extend the Agreement for one (1) year from July 5, 2008, through July 4, 2009; and
- D. WHEREAS, effective July 5, 2009, County and Contractor entered into Amendment Number Two to the Agreement to exercise the second option year and extend the Agreement for one (1) year from July 5, 2009, through July 4, 2010; and
- E. WHEREAS, effective October 1, 2009, County and Contractor entered into Amendment Number Three to the Agreement to reduce the total charges for services by ten-percent (10%) in exchange for County's increase in the number of option years by one (1) additional option year; and
- F. WHEREAS, effective July 5, 2010, County and Contractor entered into Amendment Number Four to the Agreement to exercise the third option year and extend the Agreement for one (1) year from July 5, 2010, through July 4, 2011; and
- G. WHEREAS, on April 20, 2011, County and Contractor entered into Amendment Number Five to the Agreement to exercise the fourth option year and extend the Agreement for one (1) year from July 5, 2011, through July 4, 2012; and

775747 Supplement No. 3

**AMENDMENT NUMBER EIGHT  
TO AGREEMENT NO. 75747  
BY AND BETWEEN COUNTY OF LOS ANGELES  
AND DANIEL LEVITAN, M.D., INC.  
FOR PROFESSIONAL MEDICAL SERVICES**

- H. WHEREAS, on June 12, 2012, County and Contractor entered into Amendment Number Six to the Agreement to exercise the 6-month option period, from July 5, 2012, through January 4, 2013 and to extend the Agreement for an additional one (1) year period from January 5, 2013, through January 4, 2014, to coincide with the expiration of Agreement Number 75746 with DVA Healthcare Renal Care, Incorporated for Outpatient End-Stage Renal Dialysis Treatment Services; and
- I. WHEREAS, on December 3, 2013, County and Contractor entered into Amendment Number Seven to the Agreement to extend the term of the Agreement for an additional two (2) years, from January 5, 2014, through January 4, 2016 and increase the Maximum Sum by \$145,456, from \$400,000 to \$545,456; and
- J. WHEREAS, the Agreement currently expires on January 4, 2016; and
- K. WHEREAS, County and Contractor agree to extend the term of the Agreement for an additional two (2) years, from January 5, 2016, through January 4, 2018, with an option to extend for up to an additional twelve months, in any increment, and increase the Maximum Sum by \$240,016, from \$545,456 to \$785,472; and
- L. WHEREAS, County and Contractor agree to increase the Contractor's professional services rate by ten-percent (10%).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, County and Contractor hereby agree to amend the Agreement as follows:

- 1. Subparagraph 4.1 of the Agreement is deleted in its entirety and replaced as follows to extend the term of the Agreement from January 5, 2016, through January 4, 2018, with an option to extend for up to an additional twelve months, in any increment:
  - 4.1 The term of this Agreement shall commence July 5, 2006, and shall terminate January 4, 2018, unless sooner terminated or extended, in whole or in part, as provided in this Agreement. The term of the Agreement may be extended at the sole discretion of County for twelve (12) months in any increment. The Sheriff shall have the authority to exercise and execute the extension options.

**AMENDMENT NUMBER EIGHT  
TO AGREEMENT NO. 75747  
BY AND BETWEEN COUNTY OF LOS ANGELES  
AND DANIEL LEVITAN, M.D., INC.  
FOR PROFESSIONAL MEDICAL SERVICES**

2. Subparagraph 6.2 of the Agreement is deleted in its entirety and replaced as follows to increase the Contractor's professional services rate by ten-percent (10%):

6.2 Payment for Contractor's professional services shall be twenty-eight dollars and sixty cents (\$28.60) per treatment.

3. Subparagraph 7.1 of the Agreement is deleted in its entirety and replaced as follows to increase the Maximum Sum by \$240,016, from \$545,456, to \$785,472 for the additional two (2) year extension period, with the option to extend for up to an additional twelve months, in any increment:

7.1 The Maximum Sum for this Agreement, including any and all extensions and possible price adjustments pursuant to Subparagraph 6.3 above, shall not exceed Seven Hundred Eighty Five Thousand, Four Hundred and Seventy Two Dollars (\$785,472) (hereinafter "Maximum Sum"). Any and all out-of pocket fees, costs, taxes, and/or expenses not specified by Contractor in Paragraph 6.0 (Payment and Service Schedule) of this Agreement shall be the sole responsibility of Contractor, and shall not increase the Maximum Sum.

4. Subparagraph 9.1.2 of the Agreement is deleted in its entirety and replaced as follows to change the addresses of the Medical Services Bureau and the Accounts Payable Unit:

9.1.2 The Contractor shall submit an original and one (1) copy of each invoice, addressed as shown below, for the applicable billing period and only for providing County authorized and County approved tasks, services, and all other work required hereunder.

**AMENDMENT NUMBER EIGHT  
TO AGREEMENT NO. 75747  
BY AND BETWEEN COUNTY OF LOS ANGELES  
AND DANIEL LEVITAN, M.D., INC.  
FOR PROFESSIONAL MEDICAL SERVICES**

Original to:

Los Angeles County Sheriff's Department  
Sherman Block Building  
Medical Services Bureau  
4700 Ramona Boulevard, Room 316  
Monterey Park, California 91754

Copy to:

Los Angeles County Sheriff's Department  
Accounts Payable Unit, 5<sup>th</sup> Floor  
211 West Temple Street  
Los Angeles, California 90012

5. Subparagraph 24.1 of the Agreement is amended only as follows to update the address of the County and replace the contact person:

Los Angeles County Sheriff's Department  
211 West Temple Street, 5<sup>th</sup> Floor  
Los Angeles, California 90012  
Attention: Manager, Contract Monitoring Unit

6. Paragraph 36.0, Consideration of GAIN/GROW Program Participants, is deleted in its entirety and replaced with Paragraph 36.0, Consideration of Hiring GAINGROW Participants, as follows:

**36.0 CONSIDERATION OF HIRING GAIN-GROW PARTICIPANTS**

- 36.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenue for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates.

**AMENDMENT NUMBER EIGHT  
TO AGREEMENT NO. 75747  
BY AND BETWEEN COUNTY OF LOS ANGELES  
AND DANIEL LEVITAN, M.D., INC.  
FOR PROFESSIONAL MEDICAL SERVICES**

The County will refer GAIN-GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN-GROW job candidates.

- 36.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees shall be given first priority.
7. Subparagraph 38.1 of the Agreement is amended only as follows to replace the County's Project Director and update the room number for Medical Services Bureau:

If to County:

Captain Kevin Kuykendall, Project Director  
Correctional Services Division  
Medical Services Bureau  
Twin Towers Correctional Facility  
450 Bauchet Street, Room E877B  
Los Angeles, California 90012

8. Paragraph 51.0, Time Off for Voting, is added to the Agreement as follows:

**51.0 TIME OFF FOR VOTING**

Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provision of Section 14000.

9. Except as expressly provided in this Amendment, all other terms, covenants, and conditions of the Agreement shall remain the same and in full force and effect.

**AMENDMENT NUMBER EIGHT  
TO AGREEMENT NO. 75747  
BY AND BETWEEN COUNTY OF LOS ANGELES  
AND DANIEL LEVITAN, M.D., INC.  
FOR PROFESSIONAL MEDICAL SERVICES**

10. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

AMENDMENT NUMBER EIGHT  
TO AGREEMENT NO. 75747  
BY AND BETWEEN COUNTY OF LOS ANGELES  
AND DANIEL LEVITAN, M.D., INC.  
FOR PROFESSIONAL MEDICAL SERVICES

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Eight to be executed on its behalf by the Mayor of said Board and attested by the Acting Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number Eight, or caused it to be duly executed by its duly authorized officer.

75747 Supplement No. 3

ATTEST:  
PATRICK OGAWA  
Acting Executive Officer-Clerk  
Los Angeles County  
Board of Supervisors

COUNTY OF LOS ANGELES

By: Hilda F. Solis  
Chair, Board of Supervisors

By: Sachelle Smitheman  
Deputy DEC 08 2015



I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

DANIEL LEVITAN, M.D., INC.

By: Daniel Levitan MD

PATRICK OGAWA  
Acting Executive Officer  
Clerk of the Board of Supervisors

Print Name: DANIEL LEVITAN, MD

By: Sachelle Smitheman  
Deputy DEC 08 2015

Date: 11/18/2015

APPROVED AS TO FORM:  
MARY WICKHAM  
COUNTY COUNSEL

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

By: Michele Jackson  
Principal Deputy County Counsel

82 DEC 08 2015

Patrick Ogawa  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER